

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ILIA DERUM, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

SAKS & COMPANY, a New York
corporation, and DOES 1- 20, inclusive,

Defendant.

Case No.: 14cv1921 JM(JLB)

**ORDER GRANTING (1) FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; (2) REQUEST FOR
CLASS REPRESENTATIVE
INCENTIVE PAYMENT; (3)
REQUEST FOR ATTORNEY'S FEES
AND COSTS; (4) REQUEST FOR
CLAIM ADMINISTRATION
EXPENSES; AND (5) REQUEST FOR
ENTRY OF FINAL JUDGMENT**

RECITALS:

1. On August 4, 2015, this court granted preliminary approval of the class action settlement and provisional class certification. (Doc. No. 43).

2. This court reviewed the settlement agreement and the unopposed motions for (1) final approval of class action settlement and request for an award of claims administration expenses, and (2) award of attorney's fees and costs and class representative incentive payment. This court reviewed and considered the papers filed in connection with this motion, including the supporting declarations.

3. Based on this review and the findings below, the court finds good cause to

1 grant the motions.

2 **FINDINGS:**

3 **4.** The Settlement Agreement is fair, reasonable, and adequate, and within the
4 range of reasonableness. In reaching this conclusion, the court considered the factors that
5 the Ninth Circuit considers relevant to an evaluation of a proposed settlement, including:
6 (1) the strength of the plaintiff's case; (2) the risk and expense of further litigation; (3) the
7 risk of maintaining class action status; (4) the benefits afforded by the settlement; (5) the
8 procedural status of the litigation, including discovery; (6) the experience and views of
9 counsel; and (7) the reaction of the class to the proposed settlement.

10 **5.** The parties adequately performed their obligations under the settlement and
11 entered into the settlement in good faith. The Settlement Agreement is the product of
12 serious, informed, non-collusive negotiations, has no obvious deficiencies, does not
13 improperly grant preferential treatment to the proposed class representative or anyone in
14 the class, and falls within the range of possible approval.

15 **6.** For the purposes of settlement only, Plaintiff has satisfied each of the Rule
16 23(a) prerequisites: (1) the settlement class is so numerous that joinder of all settlement
17 class members is impracticable; (2) there are questions of law and fact common to the
18 settlement class that predominate over any individual questions; (3) the claims of Plaintiff
19 are typical of the claims of the class; and (4) Plaintiff has fully and fairly represented the
20 class' interests. Plaintiff has also satisfied Rule 23(b)(3). Questions of law and fact
21 common to class members predominate over any questions affecting only individual
22 members, and a class action is superior to other means of adjudicating this controversy,
23 where the settlement class members share a common legal and factual grievance arising
24 from their wage statements not including the beginning pay period date.

25 **7.** Class Notice was provided to the class in compliance with the settlement and
26 due process. The notice: (a) fully and accurately informed members about the lawsuit
27 and the settlement; (b) provided sufficient information so that members were able to
28 decide whether to accept the benefits offered, opt-out and pursue their own remedies, or

1 object to the proposed settlement; (c) provided procedures for members to file written
2 objections to the proposed settlement, to appear at the hearing, and to state objections to
3 the proposed settlement; and (d) provided the final fairness hearing's time, date, and
4 location.

5 **8.** Class Counsel Alisa A. Martin of AMartin Law PC adequately represented
6 the class' interests, conferred a benefit on absent class members, expended efforts to
7 secure the benefit, and thus is entitled to fees and costs.

8 **9.** Class Representative Ilia Derum initiated the lawsuit, worked on the lawsuit,
9 undertook the risks associated with litigation, conferred a benefit on absent class
10 members, and otherwise adequately represented the class' interests, and thus is entitled to
11 an incentive award.

12 **10.** The designated Administrator ILYM Group, Inc. rendered services and will
13 continue to render services in connection with administering the claims and settlement
14 process, and thus is entitled to fees and costs.

15 **IT IS ORDERED THAT:**
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17 **11. Class.** The court certifies the following class:

18 All current and former Saks & Company employees who worked at a
19 California "Saks Off Fifth" store and received a hard copy wage statement at
20 any time between July 14, 2013 and July 2, 2014.

21 **12. Excluded Class Members.** Excluded from the settlement are those persons
22 who have submitted valid and timely exclusion requests. The following individual opted
23 out of the Settlement: Rachael L. Ortega.

24 **13. Release.** Plaintiff and all class members who did not properly opt out from
25 the settlement are deemed to have released Defendant and its related entities from all
26 claims released under the Settlement Agreement.

27 **14. Settlement Amount.** Defendant was obligated to pay up to \$360,000 under
28 the Settlement Agreement. Based on the claims information provided by the court-

1 approved Administrator, Defendant will pay a total of \$305,888.99 (representing
2 payments to the class at the 75% floor and the sums listed below) into an escrow account
3 administered by the Administrator within 17 calendar days from the entry of the Final
4 Approval Order.

5 **15. Distribution of Settlement Amount.** The Administrator will make
6 payments from the Gross Settlement Amount as defined and provided in the Settlement
7 Agreement.

8 **16. Attorney's Costs.** The court awards Class Counsel Alisa A. Martin of
9 AMartin Law PC \$4,005.47 in costs to be paid no later than 14 calendar days after the
10 Effective Date (as defined under the Settlement Agreement).

11 **17. Attorney's Fees.** The court awards Class Counsel Alisa A. Martin of
12 AMartin Law PC \$119,988.00 in fees to be paid no later than 14 calendar days after the
13 Effective Date (as defined under the Settlement Agreement).

14 **18. Incentive Award.** The court awards Ilia Derum a \$10,000 incentive award
15 to be paid no later than 14 calendar days after the Effective Date (as defined under the
16 Settlement Agreement).

17 **19. PAGA Payment.** The court awards the California Labor and Workforce
18 Development Agency \$2,812.50 as PAGA penalties.

19 **20. Administrator's Costs.** The court awards the Administrator ILYM Group,
20 Inc. \$6,750 in fees and costs.

21 **21. No Admission.** Nothing in this Order, the Settlement, or the Settlement
22 Agreement may be construed as an admission or concession on any point of fact or law
23 by or against any party.

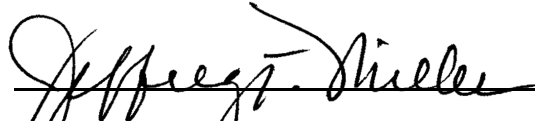
24 **22. Entry of Judgment.** This court hereby enters a judgment of dismissal,
25 pursuant to Fed. R. Civ. P. 54(b) of the claims by the settlement class members, with
26 prejudice and without costs, except as specified herein. The clerk of court is instructed to
27 close the file.

28 **23. Jurisdiction.** Without in any way affecting the finality of this order, the

1 court hereby retains jurisdiction over the parties to the Settlement Agreement, including
2 all settlement class members and class counsel, to construe and enforce the Settlement
3 Agreement.

4 IT IS SO ORDERED.

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6 DATED: December 3, 2015

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8 JEFFREY T. MILLER
9 United States District Judge
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